in regard to property held by the trustee or such claimants are "controversies arising in bankruptcy proceedings." *Hewit* v. *Berlin Machine Works*, 194 U. S. 296. In matters of review and appeal this distinction is fundamental. *First Nat'l Bank* v. *Title & Trust Co.*, 198 U. S. 280. Appeals in "proceedings in bankruptcy" are governed solely by §§ 23, 24, 25 of the Bankruptcy Act. *Cook Inlet Coal Fields Co.* v. *Caldwell*, 147 Fed. 475. But in "controversies arising in bankruptcy proceedings" the appellate jurisdiction of the higher courts is the same as in other cases outside of bankruptcy. BANKRUPTCY ACT OF 1898, § 24 a. *Dodge* v. *Norlin*, 133 Fed. 363. A suit which raises the validity of both a creditor's claim and a lien incident thereto has been held to be a "proceeding in bankruptcy" proper. *Cunningham* v. *German Ins. Bank*, 103 Fed. 932. And the proceeding retains this character, though on the appeal, as in the present case, the lien is the only point in dispute. *Burow* v. *Grand Lodge*, 133 Fed. 708. But where the sole original claim is the enforcement of a lien, it is a "controversy arising in bankruptcy proceedings." *In re First Nat'l Bank*, 135 Fed. 62.

BANKRUPTCY — PROVABLE CLAIMS — CONTINGENT CLAIMS. — A father and son entered into an agreement whereby the son promised to pay $8000 to the father's estate five years after the father's death, and the father promised to leave the son certain property at his death. The son went bankrupt and the father attempted to prove his claim against the bankrupt estate. *Held*, that the claim is not provable, as the son's liability is contingent on the father's leaving him the property at death. *In re Hartman*, 166 Fed. 776 (Dist. Ct., N. D. Pa.).

Under the early English statutes contingent claims were not provable against a bankrupt estate. *Tully* v. *Sparkes*, 2 Ld. Raym. 1546. By special provisions in the federal Bankruptcy Acts of 1841 and 1867 proof of contingent claims was allowed. 5 U. S. STAT. 445; 14 *ibid.* 526. The mere fact alone that such a provision was omitted from the present act would seem to raise an implication that proof of such claims should not be allowed under it. See *Pirie* v. *Chicago Title & Trust Co.*, 182 U. S. 438, 448. Moreover, some courts in construing the section in the act defining claims which are provable have held that it expressly excludes contingent claims. *Goding* v. *Roscenthal*, 180 Mass. 43; *In re Chambers, Calder, & Co.*, 2 N. B. N. Rep. 864. But the trend of decision in the federal courts is that contingent claims, in certain circumstances, are provable as "claims on a contract express or implied." *Moch* v. *Market Street National Bank*, 107 Fed. 897; *In re Smith*, 146 Fed. 923. But even under the express provisions of the earlier acts claims which were dependent upon a contingency so uncertain as to make any calculation of their value practically impossible were not provable. *Riggin* v. *Magwire*, 15 Wall. (U. S.) 549. There has been a similar holding under the present act, which seems to sustain the principal case. *Dunbar* v. *Dunbar*, 190 U. S. 340.

BANKS AND BANKING — DEPOSITS — DRAWEE'S LIABILITY ON FORGED INDORSEMENT WHERE THERE IS FICTITIOUS PAYEE. — In pursuance of a fraudulent scheme, A, an employee of the plaintiff, obtained from the latter by false representations numerous checks in payment of goods supposed to have been bought of B, the payee. The plaintiff did not know that he was not indebted to B. A forged B's indorsements and secured payment from the defendant bank, on whom the checks were drawn. *Held*, that the bank must bear the loss. *Jordan Marsh Co.* v. *National Shawmut Bank*, 87 N. E. 740 (Mass.).

A drawee who pays a check on which the payee's indorsement is forged cannot charge the amount paid to the drawer's account, unless the latter is guilty of negligence which caused the payment. *Shipman* v. *Bank of New York*, 126 N. Y. 318; *First National Bank* v. *Whitman*, 94 U. S. 343. The reason for this rule lies in the relation between bank and depositor. The former may disburse only in conformity with the latter's directions, and payment of a check on a forged indorsement is, of course, unauthorized. *Harter* v. *Mechanics Bank*, 63 N. J. L. 578. In the present case the plaintiff's negligence